

Amendment No. 1
to
Contract No. NR150000003
for
Cut, Bale, and Sale of Hay and Harvest & Sale of Pecans
between
Allen Click
and the
City of Austin, Texas

- 1.0 The City hereby amends the Scope of Work (SOW) of the above referenced contract:

Section 6.5, add the following: The Contractor can store a maximum of 6,300 round bales of hay on site and any given time. The City and the Contractor agree that 16 square bales of hay is the equivalent of 1 (one) round bale.

Section 2.0 Background: The controlling of Johnson grass through herbicides will no longer be a requirement of the SOW.

Add Section 6.11: Shredding of hay, in place of cutting and baling, can take place with the prior approval of the AW Farm Manager.
- 2.0 The City hereby replaces section 1.4 Compensation to the City of Austin, of the above referenced contract, with the following:

The Contractor agrees to pay \$2.00 per round bale of hay to the City of Austin, retroactive to January 1st, 2017, and throughout the life of the contract. Within 30 days of each cutting the Contractor will supply to the AW Farm Manager a report detailing the number of hay bales produced and a check to match the number of bales produced.
- 3.0 The Contractor acknowledges the Monitoring Well Layout map and the AW Farm Manager's request to store hay bales away from the monitoring wells and compost pad.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Allen Click 7/10/17

Printed Name:

Allen Click

Authorized Representative
Allen Click
P.O. Box 684907
Austin, TX 78768

Signature & Date:

M. Duree 7-11-17

Matthew Duree, Procurement Supervisor
City of Austin Purchasing Office



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

July 14, 2015

Allen Click
Owner Sole Proprietor
P.O. Box 684907
Austin, TX.. 78768
Allen.click@gmail.com

Dear Mr. Click:

The Austin City Council approved the execution of a contract with your company for Cut, Bale, and Sale of Hay and Harvest & Sale of Pecans in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	Cut, Bale, and Sale of Hay and Harvest & Sale of Pecans
Contractor Name:	Allen Click
Contract Number:	NR150000003
Contract Period:	7/14/2015-7/14/2020
Dollar Amount	\$305,000.00
Extension Options:	Five 12-Month Extension Options
Extension Option Dollar Amount:	\$61,000.00
Requisition Number:	2200 15010800127
Solicitation Type & Number:	ISR0007
Agenda Item Number:	7
Council Approval Date:	6/23/2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Irene Sanchez-Rocha
Senior Buyer
City of Austin
Purchasing Office

cc: Darrell Richmond, AW

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Allen Click ("Contractor")
for
Cut, Bale, and Sale of Hay and Harvest & Sale of Pecans
NR150000003

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between **Allen Click** having offices at P.O. Box 684907, Austin, TX. 78768 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("7/15/2015").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number ISR0007.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), ISR0007 including all documents incorporated by reference
- 1.1.3 Allen Click Offer, dated 4/30/2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of sixty months and may be extended thereafter for up to five (5) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation to City of Austin. The Contractor shall pay an amount of \$305,000.00 for the initial Contract term and an estimated \$61,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made to the City semi-annual in July an amount of \$30,500.00 and December the amount of \$30,500.00 as outlined in each scope of work.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 n/a

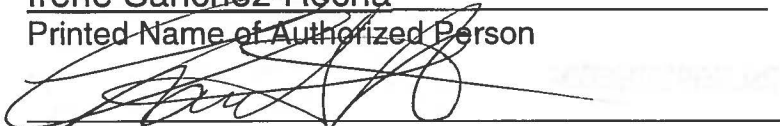
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Irene Sanchez-Rocha

Printed Name of Authorized Person



Signature

Senior Buyer

Title:

7/14/15

Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: ISR0007

DATE ISSUED: MARCH 16, 2015

REQUISITION NO.: 2200 15010800127

COMMODITY CODE: 02043, 32540, 3254010
86530 and 3936753,

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Irene Sanchez-Rocha

Senior Buyer

Phone: (512) 972-0048

E-Mail: irene.sanchez-rocha@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: CUT, BALE, AND SALE OF
HAY AND HARVEST & SALE OF PECANS

PRE-BID CONFERENCE TIME AND DATE: MARCH 24, 2015 @
10:00 A.M.

LOCATION: City of Austin, Austin Water Hornsby Bend BMP 2210 S.
FM 973, Austin, TX. 78725

BID DUE PRIOR TO: April 7, 2015 at 2:00 P.M.

BID OPENING TIME AND DATE: 2:15 P.M. April 7, 2015

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # ISR0007	Purchasing Office-Response Enclosed for Solicitation # ISR0007
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, 1 COPY, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	4
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Allen Click

Company Address: P. O. Box 684907 (physical 10813 Decker Lane, Austin, 787

City, State, Zip: Austin, Tx 78768

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Allen Click

Title: owner / sole proprietor

Signature of Officer or Authorized Representative: Allen Click

Date: 4/30/15

Email Address: allen.click@gmail.com

Phone Number: 512-422-8850

* Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award

AUSTIN WATER SCOPE OF WORK

CUT, BALE, AND SALE OF HAY AND HARVEST & SALE OF PECANS

1.0 PURPOSE

The City of Austin, Austin Water (AW) “City” seeks proposals in response to this request from individuals or firms who are qualified and experienced in providing the cut, bale, and sale of hay as well as harvesting and sale of pecans.

The scope of work consists of providing services on an as-needed basis for the cutting, baling and sale of hay as well as the harvesting and sale of pecans. Services will be provided at AW Hornsby Bend BMP, 2210 S. FM 973, Austin, Texas 78725.

The resulting contract from this IFB will be a revenue producing contract and will be for a term of 5 years and one 5-year extension option.

2.0 BACKGROUND

The Hornsby Bend Biosolids Management Plant is located at 2210 S. FM 973 includes is approximately 540 acres of coastal Bermuda, Johnson, and mixed native grasses and an approximate ten acre tree pecan orchard. The expectation is to have the hay cut four or more times per calendar year and have the pecans harvested annually. The contracted vendor shall provide all necessary equipment, materials, and labor to harvest pecans and cutting/shredding of the pecan orchard area, in addition to the cutting, baling and sale of hay. Contracted vendor shall spray herbicides as needed to control broadleaf weeds (example wild mustard seed, silver leaf nightshade, etc.) and Johnson grass, shred field edges, cut, bale and remove hay and harvest pecans from City property. Farm Manager may require herbicide spraying activities to be performed more than once during the contract period in order to achieve and maintain high quality hay production. The Farm Manager must approve all fertilizers, herbicides and pesticides before use.

Field areas are approximately 540 acres map included as attachment:

- 1.1.1 Platt fields 1 through 6 (232 acres)
- 1.1.2 Tracts B, C, CP1E, CP1W, CP2E, CP2W, CP3, CP4 (203 acres)
- 1.1.3 South Tract (40 acres)
- 1.1.4 Tree Farm (9 acres)
- 1.1.5 Buffer areas and (39 acres)
- 1.1.6 Accessible portions of the Pecan Orchard (14 acres)

3.0 CONTRACTOR ELIGIBILITY REQUIREMENTS

- 3.1 To be considered a qualified Contractor, Contractor shall have a minimum of five (5) years continuous experience in cutting, baling and sale of hay and harvesting of pecans, and shall

AUSTIN WATER SCOPE OF WORK

CUT, BALE, AND SALE OF HAY AND HARVEST & SALE OF PECANS

provide at least five (5) references of services previously provided in, or are currently providing for herein referenced service.

- 3.2 To be considered responsible, the Contractor shall have all farm equipment necessary to provide cutting, baling and sale of hay and harvesting of pecans.

4.0 CONTRACTOR'S PERSONNEL

- 4.1 The Contractor shall provide services and equipment using competent and trained employees.
- 4.2 Contractor shall employ skilled, responsible persons who in appearance, manner and character are suitable to a business administering this type of service. The Department shall have the right to require the Contractor remove an employee of the Contractor whose conduct is improper, inappropriate or offensive, and such employee shall not be allowed to provide services for the remainder of the term without the written consent of AW Contract Manager, Farm Manager or designee.
- 4.3 The Contractor shall designate one (1) of its employees as the Contract Coordinator who will act as a Single Point of Contact.
- 4.4 The Contract Coordinator shall be on-site at AW facility during the time the service of cutting and baling of hay or harvesting of pecans services are being provided.
- 4.5 The Contract Coordinator shall have the full authority to act on behalf of the Contractor to resolve any disputes, problems, or make decisions.

5.0 SECURITY

- 5.1 Due to developments in national security, the AW needs to know who is providing service on City property, any and all Contractor employees must provide a picture ID to present to the AW Farm Manager when coming onto City property.
- 5.2 The Contractor employee(s) must be a minimum of 18 years of age with a valid identification.

6.0 CONTRACTOR REQUIREMENTS

- 6.1 Contracted vendor shall center pivot ruts in fields CP1E, CP1W, CP2E, CP2W, CP3 AND CP4 and shall level sufficient to allow safe travel for all farm and spraying equipment at no additional cost to the City. The Contractor shall provide the necessary equipment, materials and labor to level center pivot ruts. Farm Manager may require leveling to be performed more than once during contract period.
- 6.2 Contractor shall provide cutting/shredding of the pecan orchard area. These grasses may be baled at the contractor's discretion. The AW Farm Manager reserves the right to require this shredding at least twice annually during this contract period. Farm Manager reserves the right to

AUSTIN WATER SCOPE OF WORK

CUT, BALE, AND SALE OF HAY AND HARVEST & SALE OF PECANS

require contractor to gather and haul fallen pecan tree branches to grinding area located on site as needed but at least once yearly during this contract period.

- 6.3 Field edges, grass areas next to the new compost pad (adjacent to the Platt fields) and grass areas along Platt Lane and behind the houses on Platt Lane shall be cut/shredded and may be baled at the Contractor's discretion. The AW Farm Manager reserves the right to require shredding more than once per year during this contract period.
- 6.4 The Contractor shall obtain prior approval from the Farm Manager on all herbicides and equipment to be used at Hornsby.
- 6.5 Farm equipment and hay bales shall be removed from City property within 5 business days after completion of cutting/baling of hay and harvesting of pecans. AW Farm Manager reserves the right to limit amount of hay bales and harvested pecans stored on site.
- 6.6 The Contractor shall plan the work schedule to accommodate and ensure that service around Hornsby Bend BMP is not interrupted.
- 6.7 During the contract period the City retains the right to land apply Class B Biosolids and irrigate with treated pond effluent any or all fields included in this contract. The AW Farm Manager will coordinate these activities with the Contractor. The City does not guarantee that either biosolids application or irrigation will occur at any time during the contract period.
- 6.8 Contractor shall wait a minimum of 30 days after biosolids application to harvest hay where application has occurred.
- 6.9 The Contractor shall be responsible for any repairs due to damage done by Contractor/employees to the fields or City equipment/property. The Contractor shall notify the AW Farm Manager as soon as possible of any damage and when repairs shall be made.
- 6.10 Contractor shall provide to AW Farm Manager or designee a copy of receipt of sale for every sale of hay and pecans.

7.0 CITY OBLIGATIONS

- 7.1 The City will perform irrigation with treated pond effluent and application of class B Biosolids for any or all fields included in this contract at their discretion.
- 7.2 The City will not provide contracted vendor access to water or electricity throughout the life of this contract.
- 7.3 During the contract period the City AW Farm Manager or designee will provide notice to the contracted vendor Farm Manager or designee the City's intent to apply Class B Biosolids or irrigation with treated pond effluent on any or all fields included in this contract.

**AUSTIN WATER
SCOPE OF WORK**

**CUT, BALE, AND SALE OF HAY
AND HARVEST & SALE OF PECANS**

- 7.4 The City will provide the AW designated Farm Manager. The AW Farm Manager is as listed below. The City will update the contracted vendor upon change of personnel.

City of Austin, Hornsby Bend BMP
ATTN: Jody Slagle
2210 S. FM 973
Austin, TX 78725
Phone: (512) 972-1954
Email Address: jody.slagle@austintexas.gov

8.0 COMPENSATION TO THE CITY

- 8.1 The Contractor will provide half the annual payment on **July 1st** and the remaining half of the annual payment on **December 31st** of each year included in the contract period.
- 8.2 The Contractor shall pay AW a percentage of the gross sales. A gross sale is defined as money generated by the Contractor's sale of the hay and pecans before deductions of all expenses. Percentage of sales payment shall be made within 30 days of sale of hay and pecans.
- 8.3 The City reserves the right to assess a late payment up to 1.5%, or the maximum lawful rate, on any monies due to the City, if payment not received within 30 work days of final cut of hay and harvest of pecans.
- 8.4 If any check tendered by Contractor in payment of Services Fees or other charges under this Contract is not honored upon presentment by Contractor's Bank, the City may, upon notice to Contractor, require all future payment be made by certified check, money order, or other means to ensure payment of good funds.
- 8.5 Checks will be made payable to "City of Austin – Austin Water," and shall be mailed to the following address:

City of Austin Water
Attn: AW Cashier
625 E. 10th St Suite 500
Austin, Texas 78701.

**CITY OF AUSTIN ("CITY") - AUSTIN WATER
CUT, BALE AND SALE OF HAY
AND HARVEST & SALE OF PECANS**

SOLICITATION NO.: IFB - ISR0007

RQM NO. 2200 15010800127

BID OPENING DATE AND TIME: April 7, 2015 at 2:00 P.M.

BUYER: IRENE SANCHEZ-ROCHA

Copies of Bid: Vendor must submit ONE original, TWO copies and One electronic copy (Flash drive/stick or CD) of its signed bid.

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	CUT, BALE AND SALE OF APPROXIMATELY 540 ACRES OF HAY; ANNUALLY	1	LOT	\$ 60,000.00	\$ 60,000.00
2	HARVEST AND SALE OF PECANS OF APPROXIMATELY 10 ACRE TREE ORCHARD; ANNUALLY	1	LOT	\$ 1,000.00	\$ 1,000.00
			TOTAL PAYMENT TO THE CITY OF AUSTIN LINE ITEMS 1 - 2		\$ 61,000.00

Note: The contractor for this effort will be required to cut, bale, sale hay and harvest and sale pecans at no cost to the City. The City recognizes that there are costs associated with this activity, but those costs must be reflected in the amount bid.

Vendor's Statement: I have read and I understand the specification from the City of Austin for the cut, bale, sale of hay and harvest and sale of pecans. I hereby agree to the requirements contained in the specification and submit the above prices for the requested services.

COMPANY NAME: Allen Click

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Allen Click

PRINTED NAME: Allen Click

E-MAIL ADDRESS: allen.click@gmail.com

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Allen Click					
Physical Address	10813 Decker Lane, Austin, TX 78724					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs.?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name Allen Click

1. Company's Name Kevin Cole
Name and Title of Contact Kevin Cole
Present Address 1332 FM 969
City, State, Zip Code Bastrop, Tx 78602
Telephone Number (512) 699-4992 Fax Number () NA
Email Address utleycole@aol.com

2. Company's Name Sisak Farms, Inc
Name and Title of Contact ~~1351 FM 758~~ Jimmy Sisak
Present Address ~~New Braunfels, Tx~~ 1351 FM 758
City, State, Zip Code New Braunfels, Tx 78130
Telephone Number (830) 708-3483 Fax Number () NA
Email Address unknown

3. Company's Name Larry Williams Trucking And Farms
Name and Title of Contact Larry Williams
Present Address 1050 Hwy 95 South
City, State, Zip Code Taylor, Tx 76574
Telephone Number (512) 784-6666 Fax Number () NA
Email Address Larry.williams2@yahoo.com

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name Allen Click

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Terms "Resident Bidder"

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB ISR0007**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by March 17, 2015, either by FAX at 512-972-4015 or via e-mail at irene.sanchez-rocha@austintexas.gov.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
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IFB ISR0007**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of sixty months and may be extended thereafter for up to one additional sixty month period, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

THIS IS A 60 MONTH CONTRACT
FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. **DELIVERY REQUIREMENTS:**

Location:

City of Austin, Austin Water

Hornsby Bend BMP, Attn: Jody Slagle

2210 S. FM 973

Austin, Tx 78725

Days:

Monday – Friday 7:30 a.m. – 4:30 p.m.

- A. Delivery is to be made within 30 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

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PURCHASING OFFICE
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- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water
Attn:	AWU Hornsby Bend BMP
Address	PO Box 1088
City, State Zip Code	Austin, Texas 78767-1088

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **HAZARDOUS MATERIALS:**
- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.
7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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IFB ISR0007**

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

8. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. **Index Identification:** Complete table as they may apply. For multiple indexes copy the table below. Update each table with the correct information and delete these instructions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
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Weight % or \$ of Base Price: 50%	
Database Name: Producer Price Index Industry Data	
Series ID: PRS85006172	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Nonfarm Business	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

Weight % or \$ of Base Price: 50%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU493130493130P	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Farm product warehousing and storage	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

- C. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond, Buyer

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB ISR0007

Austin Water

625 E. 10th Street, Suite 500

Phone: 512/972-0313

E-mail: Darrell.richmond@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



**ADDENDUM
INVITATION FOR BID
CUT, BALE, AND SALE OF HAY AND HARVEST & SALE OF PECANS
CITY OF AUSTIN, TEXAS**

RFP: ISR0007

Addendum No: 1

Date of Addendum: March 30, 2015

This addendum is to incorporate the following changes to the above-referenced Invitation for Bid.

1.0 Pre-bid Questions:

Q1: Section 8.2 of Scope of Work regarding the percentage of gross sales?

A1: Remove section 8.2 of SOW in its entirety.

Q2: Regarding Section 6.7, how many acres did AW apply biosolids on?

A2: This calendar year AW applied biosolids once on 540 acres. The application was 6 dry tons per acre.

Q3: Section 4.4 the contract coordinator shall be on site at AW facility during the time the service of cutting and baling of hay or harvesting of pecans services are being provided. Is contract coordinator required to be on site?

A3: The contract coordinator or designee is required to be on site while any service is being performed.

Q4: Section 6.1 contracted vendor shall center pivot ruts in fields?

A4: The contracted vendor shall level and center pivot ruts in fields.

Q5: Are there ongoing problems with hogs and deer in the farmland? Can contracted vendor install electric fence around farm acreage?

A5: There is an ongoing problem with hogs and deer, contracted vendor cannot install an electric fence. AW is working on a plan to minimize the disruption from the hogs and deer.

Q5: Are there 540 acres of hay or another quantity?

A5: There is 540 acres (+/- 3 acres) hay acreage per AW GIS services.

2.0 Replace Bid sheet – with enclosed revised bid sheet.

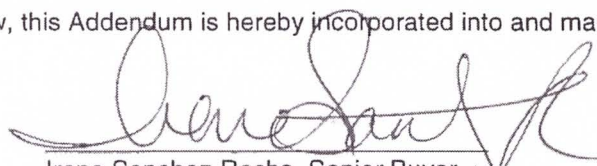
3.0 The Pre-Bid sign in log is attached.

4.0 Attach Exhibit A Farm Acreage Picture

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

3/30/2015
Date

ACKNOWLEDGED BY:

Allen Click
Vendor Name

Allen Click
Authorized Signature

4/5/15
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.

BID SHEET
CITY OF AUSTIN ("CITY") - AUSTIN WATER
CUT, BALE AND SALE OF HAY
AND HARVEST & SALE OF PECANS

SOLICITATION NO.: IFB - ISR0007

RQM NO. 2200 15010800127

BID OPENING DATE AND TIME: April 7, 2015 at 2:00 P.M.

BUYER: IRENE SANCHEZ-ROCHA

Copies of Bid: Vendor must submit ONE original, TWO copies and One electronic copy (Flash drive/stick or CD) of its signed bid.

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	CUT, BALE AND SALE OF APPROXIMATELY 540 ACRES OF HAY; ANNUALLY	1	LOT	\$ _____	\$ _____
2	HARVEST AND SALE OF PECANS OF APPROXIMATELY 10 ACRE TREE ORCHARD; ANNUALLY	1	LOT	\$ _____	\$ _____
			TOTAL PAYMENT TO THE CITY OF AUSTIN LINE ITEMS 1 - 2		\$ _____

Note: The contractor for this effort will be required to cut, bale, sale hay and harvest and sale pecans at no cost to the City. The City recognizes that there are costs associated with this activity, but those costs must be reflected in the amount bid.

Vendor's Statement: I have read and I understand the specification from the City of Austin for the cut, bale, sale of hay and harvest and sale of pecans. I hereby agree to the requirements contained in the specification and submit the above prices for the requested services.

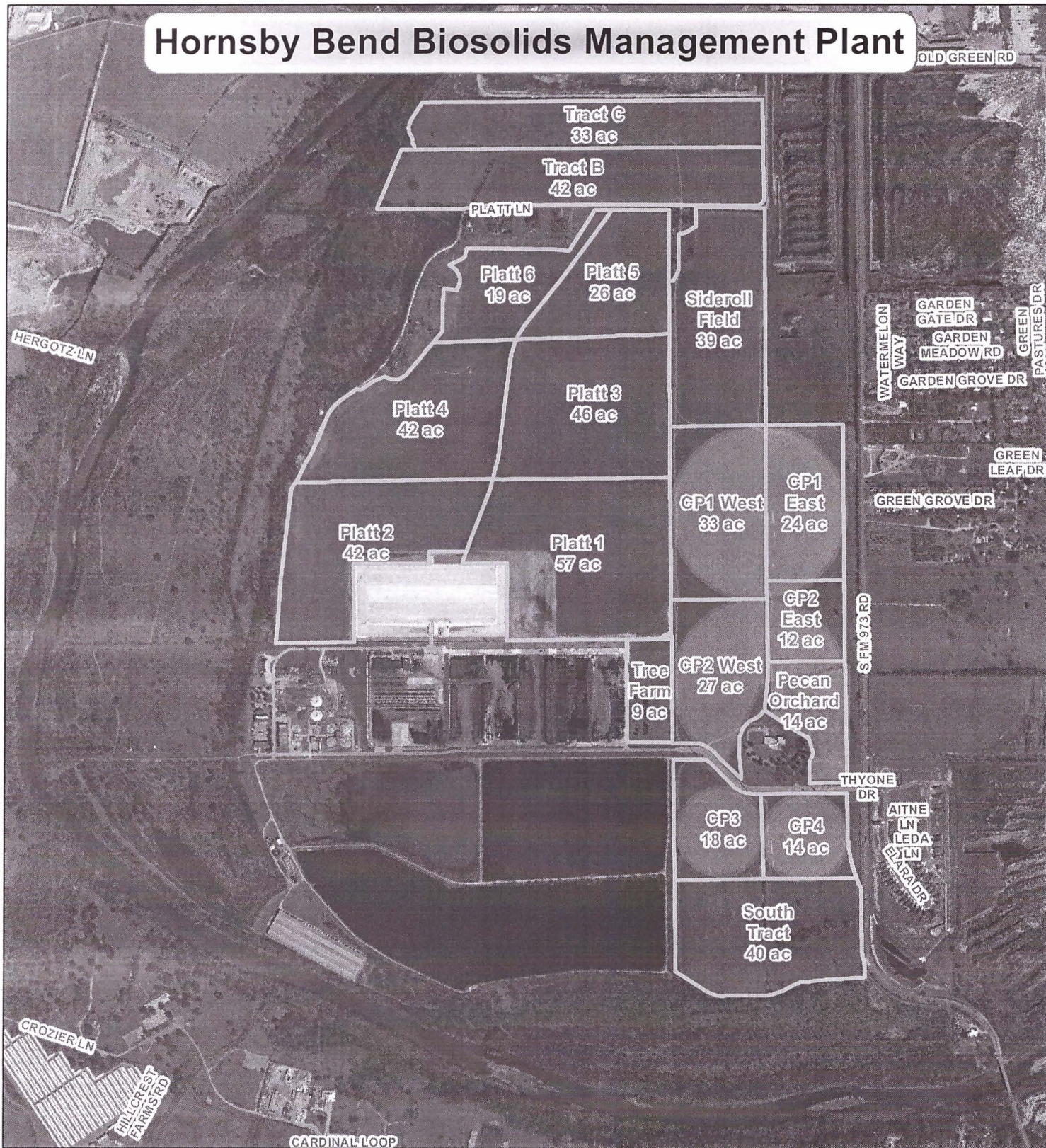
COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

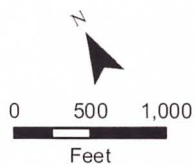
E-MAIL ADDRESS: _____

Hornsby Bend Biosolids Management Plant



Areas Irrigated by Center Pivots

Acreage Being Farmed



City of Austin
Austin Water Utility
January, 2013



Exhibit A Farm Acreage

Produced by GIS Services [3953]

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the Austin Water Utility for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



**ADDENDUM
INVITATION FOR BID
CUT, BALE, AND SALE OF HAY AND HARVES & SALE OF PECANS
CITY OF AUSTIN, TEXAS**

RFP: ISR0007

Addendum No: 2

Date of Addendum: April 3, 2015

This addendum is to incorporate the following changes to the above-referenced Invitation for Bid.

1.0 **Addendum 1 Question Clarifications:**

Q1: Are there 540 acres of hay acreage?

A1: Clarification to the addendum 1 response; there are approximately 540 acres however approximately 528 acres are farm acreage.

Q2: Regarding Section 6.7, how many acres did AW apply biosolids on?

A2: Clarification to the addendum 1 response; This calendar year AW applied Class B Biosolids once on approximately 400 acres, however the City, AW does not guarantee that Class B Biosolids will be applied during the contract period. The application was 6 dry tons per acre.

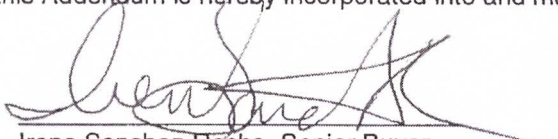
Q3: Regarding Section 6.7, irrigation of farm acreage?

A2: This calendar year AW irrigated approximately 103 acres. The City, AW may have the potential to irrigate additional acreage however at this time the City AW does not guarantee that irrigation of any acreage will occur at any time during the contract period.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

4/3/2015
Date

ACKNOWLEDGED BY:

Allen Click
Vendor Name

Allen Click
Authorized Signature

4/5/15
Date

**RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
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**ADDENDUM
INVITATION FOR BID
CUT, BALE, AND SALE OF HAY AND HARVES & SALE OF PECANS
CITY OF AUSTIN, TEXAS**

RFP: ISR0007

Addendum No: 2

Date of Addendum: April 3, 2015

This addendum is to incorporate the following changes to the above-referenced Invitation for Bid.

1.0 Addendum 1 Question Clarifications:

Q1: Are there 540 acres of hay acreage?

A1: Clarification to the addendum 1 response; there are approximately 540 acres however approximately 528 acres are farm acreage.

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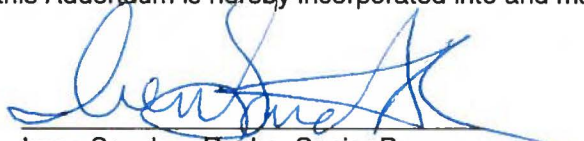
Q3: Regarding Section 6.7, irrigation of farm acreage?

A2: This calendar year AW irrigated approximately 103 acres. The City, AW may have the potential to irrigate additional acreage however at this time the City AW does not guarantee that irrigation of any acreage will occur at any time during the contract period.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

4/3/2015
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

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**ADDENDUM
INVITATION FOR BID
CUT, BALE, AND SALE OF HAY AND HARVES & SALE OF PECANS
CITY OF AUSTIN, TEXAS**

RFP: ISR0007

Addendum No: 3

Date of Addendum: April 7, 2015

This addendum is to incorporate the following changes to the above-referenced Invitation for Bid.

1.0 Change Solicitation due dates as follows:

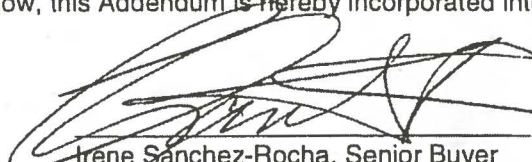
1.1 Bid Due Prior to Time and Date is changed to 2:00 p.m., Tuesday April 14, 2015.

1.2 Bid Opening Time and Date is changed to 2:15 p.m., Tuesday April 14, 2015.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office

4/7/2015
Date

ACKNOWLEDGED BY:

Allen Click
Vendor Name

Allen Click
Authorized Signature

4/10/15
Date

RETURN A COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas *with your response or prior to the solicitation closing date.*
Failure to do so may constitute grounds for rejection of your bid.